

# EXHIBIT B

UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK

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In re ~~Sony~~SONY BMG CD Technologies  
Litigation

No. 1:05-cv-09575-NRB

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**FINAL ORDER AND JUDGMENT**

**WHEREAS**, SONY BMG Music Entertainment ("SONY BMG") markets and, directly and indirectly, including through retailers, sells, among other things, compact discs ("CDs") containing music from a wide variety of genres; and

**WHEREAS**, during the period beginning on August 1, 2003 ~~though~~through the present, some, but not all, of the CD titles marketed and sold by SONY BMG, contained, in addition to tracks of music, ~~copy protection~~-software (referred to herein as "Content Protection Software") that, when the CDs were inserted into computers with CD player/recorder drives, ~~contained certain copy protection features that~~ enable consumers to transfer the music to their computers, from which consumers could make other authorized uses (including transferring the music to portable devices and copying the music onto no more than ~~three~~three blank CDs) ~~("Copy Protection Software")~~, and which prohibit other uses; and

**WHEREAS**, SONY BMG used two types of ~~Copy~~Content Protection Software on CDs during the Class Period, "MediaMax" and "XCP"; and

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WHEREAS, ~~various~~two versions of "MediaMax" — MediaMax 3.0 and MediaMax 5.0  
= were designed and licensed to SONY BMG by SunnComm International Inc.  
("SunnComm"), a Nevada corporation ~~incorporated in Nevada and~~

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headquartered in Arizona (SunnComm International Inc. and another Nevada corporation headquartered in Arizona, MediaMax Technology Corp. being collectively referred to herein as "SunnComm"); and

WHEREAS, the MediaMax ~~versions~~software included on SONY BMG CDs ~~pressed~~sold to consumers during the Class Period will be referred to herein as the "MediaMax Software," and a SONY BMG CD or copy thereof containing MediaMax Software will be referred to herein as a "MediaMax CD"; and

WHEREAS, various versions of "XCP" were designed and licensed to SONY BMG by First 4 Internet Ltd. ("F4I," and, collectively with SONY BMG and SunnComm, the "Defendants"), a corporation located in and organized under the laws of the United Kingdom; and

WHEREAS, the XCP versions included on SONY BMG CDs sold to consumers during the Class Period will be referred to herein as the "XCP Software," and a SONY BMG CD or copy thereof containing XCP Software will be referred to herein as an "XCP CD"; and

WHEREAS, the following CD titles distributed by SONY BMG are XCP CDs:

~~{INSERT LIST OF XCP CDs}; and~~

<u>A Static Lullaby</u>	<u>Faso Latido</u>
<u>Acceptance</u>	<u>Phantoms</u>
<u>Amerie</u>	<u>Touch</u>
<u>Art Blakey</u>	<u>Drum Suit</u>
<u>The Bad Plus</u>	<u>Suspicious Activity?</u>
<u>Bette Midler</u>	<u>Sings the Peggy Lee Songbook</u>
<u>Billie Holiday</u>	<u>The Great American Songbook</u>
<u>Bob Brookmeyer</u>	<u>Bob Brookmeyer &amp; Friends</u>
<u>Buddy Jewell</u>	<u>Times Like These</u>

<a href="#">Celine Dion</a>	<a href="#">On Ne Change Pas</a>
<a href="#">Chayanne</a>	<a href="#">Cautivo</a>
<a href="#">Chris Botti</a>	<a href="#">To Love Again</a>
<a href="#">The Coral</a>	<a href="#">The Invisible Invasion</a>
<a href="#">Cyndi Lauper</a>	<a href="#">The Body Acoustic</a>
<a href="#">The Dead 60's</a>	<a href="#">The Dead 60's</a>
<a href="#">Deniece Williams</a>	<a href="#">This Is Niecy</a>
<a href="#">Dextor Gordon</a>	<a href="#">Manhattan Symphonie</a>
<a href="#">Dion</a>	<a href="#">The Essential Dion</a>
<a href="#">Earl Scruggs</a>	<a href="#">I Saw The Light With Some Help From My Friends</a>
<a href="#">Elkiand</a>	<a href="#">Golden</a>
<a href="#">Emma Roberts</a>	<a href="#">Unfabulous And More: Emma Roberts</a>
<a href="#">Flatt &amp; Scruggs</a>	<a href="#">Foggy Mountain Jamboree</a>
<a href="#">Frank Sinatra</a>	<a href="#">The Great American Songbook</a>
<a href="#">G3</a>	<a href="#">Live In Tokyo</a>
<a href="#">George Jones</a>	<a href="#">My Very Special Guests</a>
<a href="#">Gerry Mulligan</a>	<a href="#">Jeru</a>
<a href="#">Horace Silver</a>	<a href="#">Silver's Blue</a>
<a href="#">Jane Monheit</a>	<a href="#">The Season</a>
<a href="#">Jon Randall</a>	<a href="#">Walking Among The Living</a>
<a href="#">Life Of Agony</a>	<a href="#">Broken Valley</a>
<a href="#">Louis Armstrong</a>	<a href="#">The Great American Songbook</a>
<a href="#">Mary Mary</a>	<a href="#">Mary Mary</a>
<a href="#">Montgomery Gentry</a>	<a href="#">Something To Be Proud Of: The Best of 1999-2005</a>
<a href="#">Natasha Bedingfield</a>	<a href="#">Unwritten</a>
<a href="#">Neil Diamond</a>	<a href="#">12 Songs</a>
<a href="#">Nivea</a>	<a href="#">Complicated</a>

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<a href="#">Our Lady Peace</a>	<a href="#">Wealthy In Paranoid Times</a>
<a href="#">Patty Loveless</a>	<a href="#">Dreamin' My Dreams</a>
<a href="#">Pete Seeger</a>	<a href="#">The Essential Pete Seeger</a>
<a href="#">Ray Charles</a>	<a href="#">"riendship</a>
<a href="#">Rosanne Cash</a>	<a href="#">interiors</a>
<a href="#">Rosanne Cash</a>	<a href="#">king's Record Shop</a>
<a href="#">Rosanne Cash</a>	<a href="#">Seven Year Ache</a>
<a href="#">Shel Silverstein</a>	<a href="#">The Best Of Shel Silverstein</a>
<a href="#">Shelly Fairchild</a>	<a href="#">Ride</a>
<a href="#">Susie Suh</a>	<a href="#">Susie Suh</a>
<a href="#">Switchfoot</a>	<a href="#">Nothing Is Sound</a>
<a href="#">Teena Marie</a>	<a href="#">Robbery</a>
<a href="#">Trey Anastasio</a>	<a href="#">Shine</a>
<a href="#">Van Zant</a>	<a href="#">Get Right With The Man</a>
<a href="#">Vivian Green</a>	<a href="#">Vivian</a>

WHEREAS, the following CD titles distributed by SONY BMG are MediaMax CDs containing MediaMax 3.0:

<a href="#">Anderson, Keith</a>	<a href="#">Three Chord Country</a>
<a href="#">Backstreet Boys</a>	<a href="#">Never Gone (Walmart)</a>
<a href="#">Backstreet Boys</a>	<a href="#">Never Gone (Target)</a>
<a href="#">Backstreet Boys</a>	<a href="#">Never Gone</a>
<a href="#">Brickman, Jim</a>	<a href="#">Grace</a>
<a href="#">Brickman, Jim</a>	<a href="#">Grace (Provident Version)</a>
<a href="#">Citizen Cope</a>	<a href="#">Clarence Greenwood Recordings</a>
<a href="#">Charlotte Martin</a>	<a href="#">On Your Shore</a>
<a href="#">Chieftains, The</a>	<a href="#">Live From Dublin</a>
<a href="#">Clay Aiken</a>	<a href="#">Merry Christmas</a>
<a href="#">Dave Matthews Band</a>	<a href="#">Stand Up</a>
<a href="#">Dido</a>	<a href="#">"White Flag" W/Enhanced Features (Maxi Single)</a>

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<a href="#">Foo Fighters</a>	<a href="#">In Your Honor (Bb Version)</a>
<a href="#">Foo Fighters</a>	<a href="#">n Your Honor</a>
<a href="#">40 Below Summer</a>	<a href="#">The Mourning After</a>
<a href="#">Hamilton, Anthoney</a>	<a href="#">Coming From Where I'm From</a>
<a href="#">J-Kwon</a>	<a href="#">Hood Hop (Edited)</a>
<a href="#">J-Kwon</a>	<a href="#">Hood Hop (Ex)</a>
<a href="#">Kasabian</a>	<a href="#">Kasabian</a>
<a href="#">Kings Of Leon</a>	<a href="#">Aha Shake Heartbreak</a>
<a href="#">Mclachlan, Sarah</a>	<a href="#">'Fallen" W/Enhanced Features (Maxi Single)</a>
<a href="#">Mclachlan, Sarah</a>	<a href="#">Afterglow Live</a>
<a href="#">Mclachlan, Sarah</a>	<a href="#">Afterglow Live</a>
<a href="#">Nodesha</a>	<a href="#">Get It While It's Hot (Maxi Single)</a>
<a href="#">Sahara Hotnights</a>	<a href="#">Kiss &amp; Tell</a>
<a href="#">Silvertide</a>	<a href="#">Show &amp; Tell</a>
<a href="#">Silvertide</a>	<a href="#">Show &amp; Tell (Ex)</a>
<a href="#">Soundtrack</a>	<a href="#">Xxx: State Of The Union</a>
<a href="#">Soundtrack</a>	<a href="#">Xxx: State Of The Union</a>
<a href="#">Stone, Angie</a>	<a href="#">Stone Love</a>
<a href="#">Tha' Rayne</a>	<a href="#">Didn't You Know (Maxi Single)</a>
<a href="#">Velvet Revolver</a>	<a href="#">Contraband (Bb Version)</a>
<a href="#">Velvet Revolver</a>	<a href="#">Contraband (Ed)</a>
<a href="#">Velvet Revolver</a>	<a href="#">Contraband (Ex)</a>
<a href="#">Yung Wun</a>	<a href="#">The Dirtiest Thirstiest (Ex)</a>
<a href="#">Yung Wun</a>	<a href="#">The Dirtiest Thirstiest</a>
<a href="#">Various</a>	<a href="#">Relaxation: A Windham Hill Collection</a>

WHEREAS, the following CD titles distributed by SONY BMG are MediaMax CDs containing MediaMax 5.0:

**[INSERT LIST OF MEDIAMAX CDs]; and**

<a href="#">Alicia Keys</a>	<a href="#">Unplugged</a>
<a href="#">Amici Forever</a>	<a href="#">Defined</a>
<a href="#">Babyface</a>	<a href="#">Grown &amp; Sexy</a>
<a href="#">Black Rebel Motorcycle Club</a>	<a href="#">Howl</a>
<a href="#">Britney Spears</a>	<a href="#">Hitme - Remix</a>
<a href="#">Cassidy</a>	<a href="#">I'm A Hustla</a>

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<a href="#">Chris Brown</a>	<a href="#">Chris Brown</a>
<a href="#">Cook, Dixon &amp; Young</a>	<a href="#">Volume One</a>
<a href="#">David Gray</a>	<a href="#">Life In Slow Motion</a>
<a href="#">Dido</a>	<a href="#">Dido Live</a>
<a href="#">Faithless</a>	<a href="#">Forever Faithless/ENH</a>
<a href="#">Imogen Heap</a>	<a href="#">Speak For Yourself</a>
<a href="#">Judd &amp; Maggie</a>	<a href="#">Subjects</a>
<a href="#">Leo Kottke/Mike Gordon</a>	<a href="#">Sixty Six Steps</a>
<a href="#">Maroon 5</a>	<a href="#">Live</a>
<a href="#">My Morning Jacket</a>	<a href="#">Z</a>
<a href="#">Raheem Devaughn</a>	<a href="#">The Love Experience</a>
<a href="#">Santana</a>	<a href="#">All That I Am</a>
<a href="#">Sarah McLachlan</a>	<a href="#">Bloom (Remix Album)</a>
<a href="#">Stellastarr*</a>	<a href="#">Harmonies for the Haunted</a>
<a href="#">Syleena Johnson</a>	<a href="#">Chapter 3: The Flesh</a>
<a href="#">T-Pain</a>	<a href="#">Rappa Ternt Sanga</a>
<a href="#">Various</a>	<a href="#">So Amazing: An All Star Tribute To</a>
	<a href="#">Luther Vandross</a>
<a href="#">Various</a>	<a href="#">Songs Brown Hotel</a>
<a href="#">Wakefield</a>	<a href="#">Which Side Are You On?</a>
<a href="#">Charlie Wilson</a>	<a href="#">Charlie, Last Name Wilson</a>
<a href="#">YoungBloodZ</a>	<a href="#">Everybody Know Me</a>

WHEREAS, ~~five~~six complaints—[Maletta v. SONY BMG Music Entm't, No. 05 CV 10637 \(UA\) \(S.D.N.Y. Dec. 19, 2005\)](#); [Ricciuti v. SonySONY BMG Music Entm't, No. 05 CV 10190](#), consolidated as No. 05 CV 9609(~~NRB~~MRB) (S.D.N.Y. Dec. 5, 2005); [Klewan v. Arista Holdings Inc. d/b/a SonySONY BMG Music Entm't, No. 05 CV 9575,9609](#), consolidated as No. 05 CV ~~9609~~9575 (NRB) (S.D.N.Y. Nov. 14, 2005); [Michaelson v. SonySONY BMG Music, Inc., No. 05 CV 9575 \(NRB\) \(S.D.N.Y. Nov. 14, 2005\)](#); [Potter v. SonySONY BMG Music Entm't](#), No. 05 CV 9607, consolidated as No. 05 CV 9575 (NRB) (S.D.N.Y. Nov. 14, 2005); [Rivas v. SonySONY BMG Music Entm't, No. 05 CV 9598](#), consolidated as No. 05 CV 9575 (NRB) (S.D.N.Y. Nov. 14, 2005)—were filed in the

~~22085153v4~~ 2- Southern District of New York and ~~have been consolidated~~are subject to consolidation before the Honorable Naomi Reice Buchwald into the above-referenced *SONY*

*BMG CD Technologies Litigation* (the  
"Action"); and  
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WHEREAS, a Consolidated Amended Complaint in the Action (hereafter, the "Complaint") was filed on ~~[FILL IN DATE]~~December 28, 2005; and

WHEREAS, as of the date of ~~this Settlement Agreement~~, other ~~Complaints~~complaints raising substantially identical claims (collectively, the "Non-S.D.N.Y. Actions") have been filed in other jurisdictions as follows: ~~Klemm~~Black v. ~~Sony~~SONY BMG Music Entm-~~%t~~. No. CIV-05-1315 WDS/RLP (D, N.M. Dec. 19, 2005); ~~Klemm v. SONY BMG Music Emm 7~~, No. C 05 5111 BZ (N.D. Cal. Dec. 9, 2005); ~~Melcon v. Sony~~, SONY BMG Music Entm-~~%7~~, No. C 05 5084 MHP (N.D. Cal. Dec. 8, 2005); ~~Black v. Sony BMG Music Entm-% No. CV 2005-09329 (N.M. 2d Jud. Dist. Ct. Dec. 7, 2005)~~; ~~Ponting~~Porting v. SONYBMG Music Entm't, LLC, No. CV-05-08472-JFW(AJWx) (CD. Cal. Dec. 2, 2005); ~~Jacoby v. Sony-BMG~~SONYBMG Music Entm't, No. 05/116679 (N.Y. Sup. Ct. Nov. 30, 2005); ~~Bahnmaier v. Sony-BMG~~SONYBMG Music Entm't, No. CJ 2005 06968 (Okla. Dist. Ct. Nov. 28, 2005); ~~Xanthakos~~Xcmthakos v. ~~Sony~~SONY BMG Music Entm ~~%7~~, LLC, No. 05-0009203 (D.C. Super. Ct. Nov. 28, 2005); ~~Maletta v. Sony-BMG~~SONYBMG Music Entm-~~t 7~~ Corp., No. BC343615 (Cal. Super. Ct. Nov. 28, 2005); ~~Burke v. Sony~~SONY BMG Music Entm't, No. 857213 (Cal. Super. Ct. Nov. 22, 2005); ~~Hull v. Sony~~SONY BMG Music ~~Entm-%Emm 7~~, No. BC343385 (Cal. Super. Ct. Nov. ~~21~~, 200521,2005); ~~Cooke~~^ Sony-BMG v. SONYBMG Music Entm-~~t, 7~~, No. 05-0009093 (D.C. Super. Ct. Nov. 18, 2005); ~~DeMarco v. Sony~~SONY BMG Music, No. 2:05-cv-05485-WHW-SDW (D.N.J. Nov. 17, 2005); ~~Stynchula v. Sony Corp. of Am.~~, No. BC343100 (Cal. Super. Ct. Nov. 15, 2005); ~~Gruber v. Sony Corp. of Am.~~, No. BC342805 (Cal. Super. Ct. Nov. 9, 2005); ~~Guevara v. Sony~~SONY BMG Music Entm't, No. BC342359 (Cal. Super. Ct. Nov. 1, 2005); (although several of these actions the complaints in the Action and the Non-S.D.N.Y. Actions misstate the name of SONY BMG, it is understood that SONY BMG is the defendant meant to have been named in the Action and the Non-S.D.N.Y. Actions each such complaint); and

WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that, when and if an XCP CD is inserted into a computer, an End User License Agreement (a

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"EULA", and, with respect to XCP CDs, the "XCP EULA") appears automatically on the screen and the XCP Software installs itself on the user's computer; and

**WHEREAS**, the Complaint and the complaints in the Non-S.D.N.Y. Actions assert that the XCP Software contains a potentially harmful "rootkit" which renders the user's computer more vulnerable to "malware" promulgated by third parties, including "viruses," "Trojan Horses" and "spyware," than the computers would have been had the software not been installed; and

**WHEREAS**, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that the XCP Software interferes with the user's ability to access the music via non-XCP software, consumes excess computer resources and causes system errors; and

**WHEREAS**, the Complaint and the ~~Non-S.D.N.Y. Actions allege that SONY BMG also uses this software to collect information over the Internet from CD users, including Internet Protocol (IP) addresses; and~~**WHEREAS**, the Complaint and complaints in the Non-S.D.N.Y. Actions allege that SONY BMG, including through the XCP EULA, misrepresented, or did not fully or adequately disclose, the true nature of the XCP Software; and

**WHEREAS**, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that the XCP EULA contained ~~terms~~tenns that are unconscionable or otherwise unenforceable; and

**WHEREAS**, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that once installed, the XCP Software is difficult to locate and remove, and that SONY BMG did not make available a ready means to uninstall the XCP Software; and

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**WHEREAS**, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that when SONY BMG made an uninstaller program available to remove the XCP Software, this

program also created a security risk; and

WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions ~~further~~  
~~claim that~~allege mat, when a MediaMax CD is inserted into a computer, a EULA ~~(the~~  
~~"MediaMax EULA")~~ appears automatically on the screen (for CDs containing the MediaMax 3.0  
software, the "MediaMax 3.0 EULA"; for CDs

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containing the MediaMax 5.0 software, the "MediaMax 5.0 EULA"; each, a "MediaMax EULA", and collectively, the "MediaMax EULAs"), and that certain software files are immediately loaded onto the computer even before the user of the MediaMax CD has an opportunity to accept or reject the MediaMax EULA; and

WHEREAS, the Complaint and the complaints in the Non-S.D.SJD.N.Y. Actions allege that this software remains on the computer even if the MediaMax EULA is rejected; and

WHEREAS, the Complaint and the ~~Non-S.D.N.Y. Actions further allege that SONY BMG uses the MediaMax Software to collect computer information, including IP addresses; and~~ WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions also allege that SONY BMG, including through the MediaMax ~~EULA~~EULAs, misrepresented, or did not fully or adequately disclose, the true nature of the MediaMax Software; and

WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that the MediaMax ~~EULA~~EULAs contained terms that are unconscionable or otherwise unenforceable; and

WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that at least one version of MediaMax Software causes a file folder to be installed on a user's computer that renders the user's computer more vulnerable to security breaches by third parties by allowing these third parties to gain enhanced permissions over the user's computer running the Windows-~~System:~~operating system; and

WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that SONY BMG did not make available a ready means to uninstall the MediaMax Software; and

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WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions allege that when SONY BMG made a program available to uninstall the MediaMax Software, this ~~nprogram~~program also created a security risk; and

WHEREAS, the Complaint and the complaints in the Non-S.D.N.Y. Actions claim that the ~~Defendants~~ SONY BMG and F4I, by disseminating the XCP Software on XCP CDs, and that SONY BMG and SunnComm, by disseminating the Media Max software on Media Max CDs, violated,

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among other things, the Computer Fraud and Abuse Act ("CFAA"), 18 U.S.C. § ~~1030~~, 1030, et seq.; the consumer fraud, false advertising, and/or deceptive trade practices laws of the several states, and state and federal common law; and

WHEREAS, the Complaint seeks injunctive relief, equitable relief, restitution, and damages on behalf of a nationwide class of consumers who ~~purchased~~used any of the MediaMax CDs and/or the XCP CDs; and

WHEREAS, the plaintiffs in the Non-S.D. N.Y. Actions seek essentially the same relief on behalf of a nationwide class or the residents of individual states; and

WHEREAS, Plaintiffs, through their counsel, have conducted an investigation of the facts and analyzed the relevant legal issues; and ~~although Plaintiffs and their counsel~~ believe that the claims asserted in the ~~Complaints~~complaints have substantial merit, ~~they also~~ have examined the benefits to be obtained under the proposed ~~settlement~~Settlement, including the prompt removal of XCP CDs from the market, ~~and improvements in~~SONY BMG's ceasing production of the MediaMax software and in the testing of and disclosures regarding ~~MediaMax software~~future Content Protection Software, and have considered the risks, costs and delays associated with the continued prosecution of this litigation and the likely appeals of any rulings in favor of either Plaintiffs or Defendants; and

WHEREAS, Defendants have conducted an investigation of the facts and analyzed the relevant legal issues; and

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~~WHEREAS,~~WHEREAS, Defendants deny all liability with respect to any and all facts or claims alleged in the ~~Complaints~~Complaint, and believe that their defenses to the claims asserted in the ~~Complaints~~Complaint have substantial merit; and

WHEREAS, Defendants also have weighed the potential risks, costs and delays associated with continued litigation of the Actions against the benefits of the proposed

Settlement; and

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**WHEREAS,**